

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

FILED
NOV 29 2005
EUGENE R. WEDOFF
BANKRUPTCY JUDGE

In re:

BARBRA RODGERS,

Debtor.

Case No. 05 B 02650

Chapter 7

**FINDINGS OF FACT AND CONCLUSIONS OF LAW IN SUPPORT OF ORDER AWARDING TO
CRANE, HEYMAN, SIMON, WELCH & CLAR, ATTORNEYS FOR TRUSTEE, FOR ALLOWANCE
AND PAYMENT OF FINAL COMPENSATION AND REIMBURSEMENT OF EXPENSES**

TOTAL FEES REQUESTED: \$1,698.50
TOTAL FEES REDUCED: \$ 553.00
TOTAL FEES ALLOWED: \$1,145.50

TOTAL COSTS REQUESTED: \$0.00
TOTAL COSTS REDUCED: \$0.00
TOTAL COSTS ALLOWED: \$0.00

TOTAL FEES AND COSTS ALLOWED: ~~\$1,698.50~~ \$1,145.50

THE COURT HAS UNDERLINED THE ATTACHED TIME AND EXPENSE ENTRIES THAT HAVE BEEN DISALLOWED IN WHOLE OR IN PART. THE NUMERICAL NOTATION THAT APPEARS ON THE RIGHT SIDE OF EACH HIGHLIGHTED ENTRY DISCLOSES THE BASIS FOR EACH DISALLOWANCE. THE NUMERICAL NOTATIONS REFER TO THE ENUMERATED PARAGRAPHS BELOW.

(1) Unreasonable Time

The Court denies the allowance in part of compensation for the following task since the professional or paraprofessional expended an unreasonable amount of time on this task in light of the nature of the task, the experience and knowledge of the professional performing the task, and the amount of time previously expended by the professional or another on the task. *In re Pettibone*, 74 B.R. 293, 306 (Bankr. N.D. Ill. 1987) ("The Court will determine what is the reasonable amount of time an attorney should have to spend on a given project...An attorney should not be rewarded for inefficiency. Similarly, attorneys will not be fully compensated for spending an unreasonable number of hours on activities of little benefit to the estate." *In re Wildman*, 72 B.R. 700, 713 (Bankr. N.D. Ill. 1987) (same).

(2) Computational or Typographical Error

The court denies the allowance of compensation for the following tasks because the amount of fees appears to be a computational or typographical error. Also, where there are two identical entries (same day, same tasks, same time billed), the court will consider one of the entries to be a typographical error.

Dated: November 29, 2005


Eugene R. Wedoff
United States Bankruptcy Judge

<u>DATE</u>	<u>COMMENT</u>	<u>ATTY</u>	<u>HOURS</u>
03/10/05	Receipt and review of Debtors life insurance policy sent by Debtor's attorney	GRH	0.50
① 04/27/05	Draft Notice Motion and Order to Retain Counsel	GRH	1.00
	Draft Notice Motion and Order for Leave to Settlement Claim for Insurance Proceeds.	GRH	1.00
05/10/05	Appear in Court to present Motion to Retain Counsel	GRH	0.40
②	Appear in Court to present Motion to Settle Insurance Claim	GRH	0.40
① 08/23/05	Preparation of Final Application for Compensation	GRH	1.00
<hr/> Total:			<hr/> 4.30